

6039-01
RECORDATION NO. _____ Filed & Record.

MAR 3 1972 3 44 PM

INTERSTATE COMMERCE COMMISSION

Bank of Montreal
(California)



333 California Street
San Francisco, California 94104

March 2, 1972

Interstate Commerce Commission
Office of The Secretary
Washington, D. C. 20423

Gentlemen:

We are enclosing a Security Agreement dated May 11, 1966, signed by A. F. Bazdarich, naming Bank of Montreal, California, as the secured party covering one (1) 20,000 gallon capacity Class ICC-111A100W-1 equipped with 100 ton trucks, initialed and numbered TGOX 2092 which was recorded by you on December 27, 1968 at 10:55 AM recordation No. 6039.

Also enclosed are one original and two copies of a Satisfaction of Security Agreement, duly signed and notarized, by which we consent that the aforementioned document be discharged of record. Please return one of the copies to this bank with your recordation number and date.

Our Cashiers Check in the amount of \$10.00 has been enclosed to cover your filing fees.

Yours truly,

Calvin R. Myers
Vice President and Manager

CRM/tmg
Enclosures
cc: Mr. A. F. Bazdarich

RECORDATION NO. 6040-A Filed & Recorded

APR 30 1969 - 9 22 AM

INTERSTATE COMMERCE COMMISSION
FIRST AMENDMENT TO LEASE
(D.T.&I Trust No. 1)

RECEIVED
APR 30 9 32 AM '69
I.C.C.
FEE OPERATIONS

This First Amendment to Lease dated as of January 1969 between D. E. Mundell and Ben Maushardt not in their individual capacities but solely as Trustees under a Trust Agreement dated as of September 30, 1968 (the "Lessor"); UNITED STATES LEASING INTERNATIONAL, INC., a California corporation, as Agent for the Lessor (the "Agent"), and DETROIT, TOLEDO & IRONTON RAILROAD COMPANY, a Delaware corporation (the "Lessee");

W I T N E S S E T H :

WHEREAS, the Lessor, the Lessee and the Agent are parties to that certain Lease dated as of October 2, 1968 (the "Lease") providing for the lease thereunder by the Lessor to the Lessee of certain railroad equipment more fully described in Schedules 1A and 1B attached to said Lease; and has been deposited in the office of the Registrar General of Canada, on the 31st day of December, 1968; and

WHEREAS, the Lease was recorded in the Office of the Secretary of the Interstate Commerce Commission on December 24, 1968 and has been assigned Recordation No. 6040 ; and

WHEREAS, the Lessor, the Lessee and the Agent desire to amend said Lease as hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt whereof is hereby acknowledged, the Lessor, the Lessee and the Agent hereby covenant and agree that the following language be and hereby is added at the end of the first sentence of Section 6.2:



"; provided, however, that such indemnities and assumption of liability shall not apply in respect of any matters referred to in subsection (a) or clause (i) or (ii) or subsection (b) of Section 6.1 hereof, occurring after the termination of this Lease, except for any such matters occurring after the termination arising in connection with the Lessee's assembling, delivering, storing or transporting of the Equipment as provided in Sections 13 or as the case may be, 15, hereof. The foregoing does not guarantee a residual value."

(D. T. &I. Trust No. 1)


This First Amendment to Lease shall be binding upon and shall inure to the benefit of the Lessor, the Lessee and the Agent and their respective successors and assigns. This First Amendment to Lease may be executed in any number of counterparts, each counterpart constituting an original but all together one and the same instrument and contract.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to Lease to be executed by their respective officers thereunto duly authorized and their corporate seals to be hereto affixed as of the day and year first above written.

D. E. Mundell and Ben Maushardt
Trustees under a Trust Agreement
dated September 30, 1968

By  
LESSOR

DETROIT, TOLEDO & IRONTON
RAILROAD COMPANY

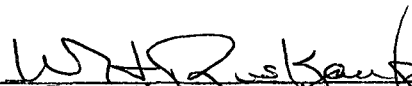
By 
R. C. Courtney, Vice President
LESSEE



Attest:


N.A. Wallen, Secretary


UNITED STATES LEASING
INTERNATIONAL, INC.

By 
Its Vice President

AGENT FOR LESSOR

(Corporate Seal)

Attest:

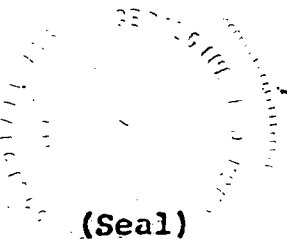

Assistant Secretary

STATE OF CALIFORNIA

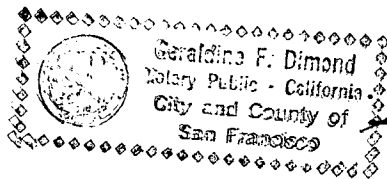
CITY AND COUNTY OF SAN FRANCISCO

)
) ss.
)

On this 10 day of February, 1969, before me personally appeared W. H. Ruskaup, to me personally known, who being by me duly sworn, says that he is the Vice President of UNITED STATES LEASING INTERNATIONAL, INC., that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



(Seal)



Geraldine F. Dimond

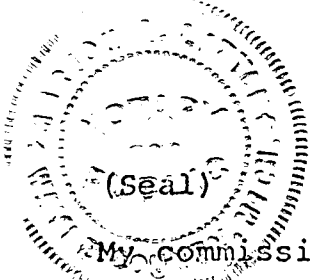
My commission expires:
December 25, 1972

STATE OF MICHIGAN

COUNTY OF WAYNE

)
) ss.
)

On this 10th day of February, 1969, before me personally appeared A.C. Courtney, to me personally known, who being by me duly sworn, says that he is the Vice President of DETROIT TOLEDO & IRONTON RAILROAD COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



(Seal)

Marion A. Little

My commission expires:
MARION A. LITTLE, NOTARY PUBLIC, WAYNE COUNTY, MICH.
MY COMMISSION EXPIRES MAY 22, 1972

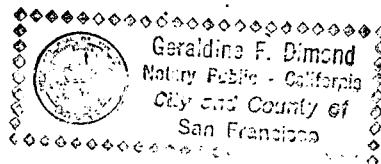
STATE OF CALIFORNIA

CITY AND COUNTY OF SAN FRANCISCO

)
)
) ss.

On this 10th day of February, 1969, before me personally appeared D. E. Mundell, to me known to be one of the persons described in and who executed the foregoing instrument and he acknowledged that he executed the same as his free act and deed.

(Seal)



Geraldine F. Dimond

My commission expires:
December 25, 1972